BILL NO. S-85-05-18

SPECIAL ORDINANCE NO. S- 86-85

AN ORDINANCE approving Contract 85-XP-6 - GM On Site Feeder Main 24" and 16", by the City of Fort Wayne by and through its Board of Public Works and Safety and Weitzel Construction Company, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract 85-XP-6 - GM On Site Feeder Main 24" and 16", by the City of Fort Wayne by and through its Board of Public Works and Safety and Weitzel Construction Company, Inc., is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> Contract 85-XP-6 - GM On Site Feeder Main 24" and 16" is for the following: 7,405± L.F. of 24" and 10,685± L.F. of 16" Ductile Iron Water Main from the west right-of-way line on Feighner Road, approx. 3,000± L.F. North of Lafayette Center Road west under I-69 to the west right-of-way line of said I-69, thence Southwesterly along I-69 to Lafayette Center Road, thence west on Lafayette Center Road to the west boundary of the General Motors property, thence north with the western boundary of the General Motors property, thence north with the western boundary to Winters Road, thence east on Winters Road approx. 2,300± L.F.;

the Contract price is Five Hundred Forty-One Thousand One Hundred Seventy-Two and 75/100 Dollars ($541,172.75).

SECTION 2. Prior Approval was received from Council with respect to this Contract on April 16, 1985. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Thomas C. Henry

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

FOX RIVER BOND
25% COTTON

Read the first time in full and on motion by Henry, seconded by Shaw, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, ~~City-County Building~~, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ___.M.,E.S

DATE: 5-14-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Shaw, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 5-28-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (GENERAL) (SPECIAL) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. S-86-85 on the 28th day of May, 19 85,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of May, 19 85, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May, 19 85, at the hour of 3:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

Return to Water Engineering 75-13-17 4/24/85

CONTRACT NO. 85-XP-6

BOARD ORDER NO. 25-85 WORK ORDER NO. 63763

THIS CONTRACT, made and entered into in triplicate, this 24th day of April, 1985, by and between WEITZEL CONSTRUCTION COMPANY, INC., herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called OWNER,

WITNESSETH, that the Contractor and the Owner, for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of:

> 7,405± L.F. of 24" and 10,685± L.F. of 16" Ductile Iron Water Main from the west right-of-way line on Feighner Road, approximately 3,000± L.F. North of Lafayette Center Road west under I-69 to the west right-of-way line of said I-69, thence southwesterly along I-69 to Lafayette Center Road, thence west on Lafayette Center Road to the west boundary of the General Motors property, thence north with the western boundary to Winters Road, thence east on Winters Road approximately 2,300± L.F.,

all according to Fort Wayne Water Utility Drawing No. Y-10596, Sheets 1 thru 11, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract, the sum of Five Hundred Forty-One Thousand One Hundred and Seventy-Two Dollars and 75/100 cents ($541,172.75). In the event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by Owner upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month based on the contract price of labor and materials incorporated in the work and as estimated by the Contractor and approved or revised by the Water Engineering Department, less the aggregate of previous payments, will be paid by Owner to the Contractor.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor, that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Water Engineering Department to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the Contractor; provided, only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons, who have supplied labor, material, or equipment for the work, have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I. C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growning out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana, rendered against the City of Fort Wayne, in any suit or claim arising under said Workmen's Compensation Acts of the State of Indiana, now, or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana by 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder, at the time the Completion Affidavit is filed, shall also file a Manpower Utilization Report for this project.

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 85-XP-6.
b. Instructions to Bidders for Contract No. 85-XP-6.
c. Contractor's Proposal dated April 3, 1985.
d. Fort Wayne Water Utility Engineering Department Drawing No. Y-10596, Sheets 1 to 11.
e. Supplemental Specifications for Contract No. 85-XP-6.
f. Detailed Specifications and Conditions for the Installation of Construction Standards and Water Main and Water Service Materials Standards of the Fort Wayne Water Utility, Engineering Department, latest revision, except as modified in the Supplemental Specifications.
h. Workman's Compensation Act (I. C. 22-3-2-1).
i. Non Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
j. Prevailing Wage Scale.
k. Performance and Guaranty Bond.
l. Minority/Female Employment Requirements.
m. Payment Bond.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the Contractor shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the water main by the City.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof, a certificate from an insuror acceptable to Owner showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to Owner.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies, which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other pahses or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the contract within one hundred and twenty (120) consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the Owner, unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WEITZEL CONSTRUCTION COMPANY, INC.

By: _____
JOHN S. WEITZEL, PRESIDENT

By: _____
JEFFREY B. WEITZEL, VICE PRESIDENT

CITY OF FORT WAYNE, INDIANA

By: _____
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY

_____
DAVID J. KIESTER
DIRECTOR OF PUBLIC WORKS

_____
COSETTE R. SIMON
DIRECTOR OF ADMINISTRATION & FINANCE

_____
LAWRENCE D. CONSALVOS
DIRECTOR OF PUBLIC SAFETY

ATTEST:

_____
HELEN V. GOCHENOUR, CLERK

APPROVED AS TO FORM & LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE ON _____ DAY OF _____, 1985.

SPECIAL ORDINANCE NO. _____.

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, a Notary Public, in and for said County and State, this 17th day of April, 1985, personally appeared the within named JOHN S. WEITZEL and JEFFREY B. WEITZEL, who being by me first duly sworn upon their oaths, say that they are the President and Vice President, respectively, of WEITZEL CONSTRUCTION COMPANY, INC., and as such, duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of WEITZEL CONSTRUCTION COMPANY, INC., for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Mary Scott

NOTARY PUBLIC
A Resident of MARION County, Indiana

MARY SCOTT
Type or Print Name of Notary

MY COMMISSION EXPIRES:

4/14/87

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, this 24th day of April, 1985, personally appeared the within named WIN MOSES, JR., Mayor of the City of Fort Wayne; DAVID J. KIESTER, COSETTE R. SIMON, and LAWRENCE D. CONSALVOS, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and HELEN V. GOCHENOUR, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn, said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the Fort Wayne Water Utility of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said Department of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Sherri L. Hoeppner
NOTARY PUBLIC
A Resident of Allen County, Indiana

My Commission Expires:

March 7, 1988

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY

PERFORMANCE AND GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Weitzel Construction Co., Inc. (Contractor or Developer) as Principal, and the St. Paul Fire & Marine Ins. Co. (Insurance Company), a corporation organized under the laws of the State of Minnesota (1853) (State and Date), and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of $ 541,172.75 (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present. The condition of the foregoing obligation is such that

WHEREAS, the Principal has entered into contract with the City or has applied for authority to construct or cause to be constructed, a water main to become part of the City's water distribution system, which said water main is to be built and constructed according to plans and specifications prepared by or approved by City and known as the City of Fort Wayne Water Utility Contract no. 85-XP-6; and
(Name of Project)

WHEREAS, the grant of authority by City to so construct such water main provides:

1. That said water main shall be completed according to said plans and specifications, and there shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
2. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice; and,
3. To agree to maintain said water main for a period of one (1) year following written acceptance by the City of said water main; and,

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does

hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way affect or operate to release or discharge said surety and the provisions and conditions of I.C. (5-16-5-1) of the shall be, operate as, and be a part of the terms of this bond and said contract the same as if spelled out herein verbatim.

NOW THEREFORE, if the principal shall perform all of the terms and conditions required of it by the contract to cause said water main to become a part of the City water distribution system, and shall for one (1) year after acceptance of said water main by City maintain said water main and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

WEITZEL CONSTRUCTION CO., INC.
(Contractor or Developer)

ATTEST:

BY: John S. Weitzel
(Name)

Jeffrey B. Weitzel
Vice President
(Title)

John S. Weitzel, President
(Title)

ST. PAUL FIRE & MARINE INSURANCE COMPANY
(Insurance Company) Surety

*BY: J. Thomas Gray
Authorized Agent

J. Thomas Gray, Attorney-in-Fact

*If signed by an agent,
power of attorney must be attached

STATE OF INDIANA:
SS:
COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said State, personally appeared John S. Weitzel (name), President, Weitzel Construction Co., Inc. (title) and J. Thomas Gray (name), Attorney-in-Fact (title) of Gray & Associates, Inc. (company) and Attorney in Fact, for said St. Paul Fire & Marine Insurance Company as surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond, in their respective official capacities of aforesaid.

SUBSCRIBED TO, before me, a Notary Public, this 16th day of April, 1985.

Judith A. Broeking
Judith A. Broeking
Notary Public

Resident of Marion County, IN.

My Commission Expires: 10-10-86

SPECIMEN FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Weitzel Construction Co., Inc.
(Name of Contractor)

5859 E. 25th Street, Indianapolis, IN 46218
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire & Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of Five hundred forty-one thousand, one hundred seventy-two and 75/00 - - - - - - - - Dollars ($541,172.75 ·)
(value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 24th day of April, 19 85, for the construction of:

City of Fort Wayne Water Utility Contract no. 85-XP-6

all according to the Fort Water Utility Engineering Department Drawing No. Y-10596, Sheet(s) 1 thru 11, and special provisions, and according to the Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, Construction Standards and Water Main and Water Service Materials Standards adopted July 7, 1982.

WHEREAS, said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations, furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor, or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed three (number) counterparts, each one of which, shall be deemed an original, this _____ day of April, 19 85.

WEITZEL CONSTRUCTION CO., INC.
Principal

ATTEST:
John B. Weitzel
(Principal) ~~Secretary~~ Vice President
Jeffrey B. Weitzel
(SEAL)

By John S. Weitzel (SEAL)
John S. Weitzel, President
5859 E. 25th Street, Indpls., IN 46218
(Address)

Michael J. Gray
Witness as to Principal
Michael J. Gray
6801 Lake Plaza Dr., #D405
(Address)
Indianapolis, IN 46220

ST. PAUL FIRE & MARINE INSURANCE COMPANY
Surety

By J. Thomas Gray
Attorney-in-Fact
J. THOMAS GRAY

ATTEST:
Judith A. Bucking
(Surety) ~~Secretary~~
(SEAL)

Michael J. Gray
Witness as to Surety Michael J. Gray
6801 Lake Pl. Dr., #D405, Indpls., IN 46220
(Address)

2506 Willowbrook Parkway, P.O. Box 55801
(Address)
Indianapolis, IN 46205

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF AUTHORITY NO. 805334

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That **St. Paul Fire and Marine Insurance Company,** a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

J. Thomas Gray, Michael J. Gray, Judith A. Broeking,
John E. Mitchell, individually, Indianapolis, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION
($50,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company,** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,-Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority
(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey

Vice President

On this 1st day of October, 19 84, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company;** that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

Mary Clancy

MARY C. CLANCY, Notary Public, Ramsey County, MN
My Commission Expires November 1, 1990

CERTIFICATION
I, the undersigned officer of **St. Paul Fire and Marine Insurance Company,** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGNALS ON FILE IN THE HOME OFFICE OF SAID COMPANY,** and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 16th day of April, 19 85.

Jerome H. Nolden
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

29550 Rev. 3-84 Printed in U.S.A

ACORD® CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY): 4-16-85

PRODUCER

Gray & Associates, Inc.
6801 Lake Plaza Drive, #D405
P.O. Box 20591
Indianapolis, IN 46220-0591

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Weitzel Construction Co., Inc.
5859 East 25th Street
Indianapolis, IN 46218

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	THE HARTFORD INSURANCE GROUP
COMPANY LETTER	B	INDIANA INSURANCE COMPANY
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY X COMPREHENSIVE FORM X PREMISES/OPERATIONS X UNDERGROUND EXPLOSION & COLLAPSE HAZARD X PRODUCTS/COMPLETED OPERATIONS X CONTRACTUAL X INDEPENDENT CONTRACTORS X BROAD FORM PROPERTY DAMAGE X PERSONAL INJURY	36CBPKB0290	5-1-84	5-1-85	BODILY INJURY	$ 500,	$ 500,
					PROPERTY DAMAGE	$ 100,	$ 100,
					BI & PD COMBINED	$	$
					PERSONAL INJURY		$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS (PRIV. PASS.) ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) X HIRED AUTOS X NON-OWNED AUTOS GARAGE LIABILITY	36ABDKB0519	5-1-84	5-1-85	BODILY INJURY (PER PERSON)	$	
					BODILY INJURY (PER ACCIDENT)	$	
					PROPERTY DAMAGE	$	
					BI & PD COMBINED	$ 500,	
B	EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	14-058-425	5-1-84	5-1-85	BI & PD COMBINED	$1,000,	$ 1,000,
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	36WERK0514	5-1-84	5-1-85	STATUTORY		
						$ 100, (EACH ACCIDENT)	
						$ 500, (DISEASE-POLICY LIMIT)	
						$ 100, (DISEASE-EACH EMPLOYEE)	
	OTHER						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

JOB: City of Fort Wayne Water Utility contract no. 85-XP-6.

CERTIFICATE HOLDER

The City of Fort Wayne
Water Engineering Department
Room 710, City-County Building
Fort Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert A Meyer

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CERTIFICATE OF COMPLIANCE -
Workmen's Compensation and Occupational Diseases

State Form 41321

This is to certify, pursuant to 630 IAC 1.1-37, Rules of the Industrial Board of Indiana, that as of this date the records of the Industrial Board of Indiana show the above-named employer is in compliance with Sections 5, 68 and 69 of the Indiana Workmen's Compensation Act (IC 22-3-2-5, 22-3-5-1 and 22-3-5-2) and Section 27 of the Indiana Workmen's Occupational Diseases Act (IC 22-3-7-34) as described below:

Self-insured

Insured by HARTFORD INSURANCE COMPANY

Policy No.	Effective Date	Expiration Date
36WERK0514	5-1-84	5-1-85

[illegible] cancelled by the employer or insurance carrier [illegible]

[illegible] certifications may be purchased from the In[illegible] contact the Insurance Division at (317)232-3820

Employer

WEITZEL CONSTRUCTION COMPANY I[illegible]

5859 EAST 25th STREET

INDIANAPOLIS, INDIANA 46218

Validation Stamp

VALID

JUN 26 1984

INDIANA INDUSTRIAL BOARD
CERTIFICATE OF COVERAGE

FOR THE BOARD

Certification Date	Verifier
6-26-84	[illegible]

Executive Secretary

[illegible]

Certificate is not valid unless stamped, signed and initialed

Admin. Appr. _____

TITLE OF ORDINANCE Contract 85-XP-6 - GM On Site Feeder Main 24" & 16", Weitzel Const. Inc., Contractor

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety D-85-05-18

SYNOPSIS OF ORDINANCE Contract 85-XP-6 - GM On Site Feeder Main 24" & 16" is for the following: 7,405+ L.F. of 24" & 10,685± L.F. of 16" Ductile Iron Water Main from the west right-of-way line on Feighner Road, approx. 3,000 ± L.F. North of Lafayett Center Road west under I-69 to the west right-of-way line of said I-69, thence Southwesterly along I-69 to Lafayette Center Road, thence west on Lafayette Center Road to the west boundary of the General Motors property, thence north with the western boundary to Winters Road, thence east on Winters Road approx. 2,300± L.F. Weitzel Construction Company, Inc., Contractor.

PRIOR APPROVAL RECEIVED April 16, 1985

EFFECT OF PASSAGE Feeder Main to serve GM

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $541,172.75

ASSIGNED TO COMMITTEE _____

BILL NO. S-85-05-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract 85-XP-6 - GM On Site Feeder Main 24" and 16", by the City of Fort Wayne by and through its Board of Public Works and Safety and Weitzel Construction Company., Inc.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	THOMAS C. HENRY CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRWOMAN	
	DONALD J. SCHMIDT	
	JAMES S. STIER	
	CHARLES B. REDD	

CONCURRED IN 5-28-85

SANDRA E. KENNEDY
CITY CLERK